



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI MALAYSIA PAHANG

AND

POLITEKNIK NEGERI CILACAP



This Memorandum of Understanding is made on this 17 FEB 2021

Between

UNIVERSITI MALAYSIA PAHANG (hereinafter referred to as “**UMP**”), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at **Canseleri Tun Abdul Razak, 26600 Pekan Pahang Darul Makmur, Malaysia** and shall include its lawful representatives and permitted assigns;

And

POLITEKNIK NEGERI CILACAP (hereinafter referred to as “**PNC**”), whose address is at **Jalan Dr. Soetomo No.1, Sidakaya-Cilacap 53212 Jawa Tengah, Indonesia** and shall include its lawful representatives and permitted assigns;

UMP and PNC may be referred to singularly as “the Party” and collectively as “the Parties”.

WHEREAS

- A.** **UMP** is an established and competency-based technical university that specializes in the fields of engineering and technology which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. **UMP** has entered into various collaborative arrangements with other parties to enhance its academic and research activities.
- B.** **PNC** is an excellent vocational higher education which contributes to community based on quality technology. **PNC** eagerly builds and

strengthens equally mutual collaboration with other parties to enhance mutual quality and development.

- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop particularly in academic and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II
AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas: -
 - (a) A research collaboration through:
 - (i) Joint Research
 - (ii) Joint Collaboration

- (iii) Joint Publication
 - (b) An academic collaboration through:
 - (i) Participation in seminars and academic meeting
 - (ii) Exchange of academic materials and relevant information
 - (iii) Student Exchange for:-
 - Industrial Attachment
 - Credit Transfer
 - Cultural Exchange
 - (iv) Staff Exchange
 - Academic
 - Administration
 - Sabbatical
 - Industrial Advisory; and
 - (c) Special short-term academic program for undergraduates studies,
 - (d) Dual degree for undergraduates and post graduate degree; and
 - (e) Any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, “protection of intellectual property rights” and “settlement of dispute” as contained in Annexure A of this Memorandum of Understanding.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.

2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied except for Article VII (Protection of Intellectual Property Rights), VIII (Confidentiality), IX (Suspension) and X (Settlement of Dispute) which are legally binding.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE VI

ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of **five (5)** years with the understanding that either party may terminate this Memorandum of Understanding with six (6) months' notice unless an earlier termination is mutually agreed upon.

2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights (any invention, copyright, trade secret, or any other form of intellectual property) shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE VIII
CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE IX
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall